



Smoothed Growth Funds - Plus

(SGP Euro 2001, SGP Euro, SGP USD 2001, SGP USD)

Offering Memorandum

This Offering Memorandum is distributed on a confidential basis in connection with a private offering of Participating Shares, none of which will be issued to any person other than a person to whom a copy of this Offering Memorandum is sent. No person receiving a copy of this Offering Memorandum in any territory may treat the same as constituting an offer to him, unless in the relevant territory such an offer could lawfully be made to him without compliance with any registration or other legal requirements.

The contents of this Offering Memorandum are not to be construed as a recommendation or advice to any prospective investor in relation to the subscription, purchase, holding or disposition of Participating Shares. **Prospective investors should consult their professional advisers accordingly.**

If you are in any doubt about this document you should contact your stockbroker, bank manager, solicitor, accountant or other professional adviser.

SMOOTHED GROWTH FUNDS - PLUS

(incorporated as an exempted company
with limited liability in the Cayman Islands)

OFFERING MEMORANDUM

(Smoothed Growth Plus Fund - USD Series / Euro Series)

No copy of this Offering Memorandum has been registered in any jurisdiction in connection with the offering of the Participating Shares.

6 June 2008

This document has been prepared in connection with an offer of Participating Shares.

The Directors of Smoothed Growth Funds - Plus (the "**Company**"), whose names appear under the section headed "**The Directors**", accept responsibility for the information contained in this Offering Memorandum. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Offering Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

No action has been taken to permit the distribution of this Offering Memorandum in any jurisdiction where action would be required for such purpose. Accordingly, no person receiving a copy of this Offering Memorandum and/or an Application Form in any territory may treat the same as constituting an invitation to him to purchase or subscribe for Participating Shares nor should he in any event use such an Application Form unless in the relevant territory such an invitation could lawfully be made without compliance with any registration or other legal requirement.

In particular: (i) no offer or invitation to subscribe for Participating Shares may be made to the public in the Cayman Islands; (ii) this Offering Memorandum has not been approved by the Securities and Futures Commission in Hong Kong, nor has a copy of it been registered by the Registrar of Companies in Hong Kong and, accordingly, Participating Shares may not be offered or sold in Hong Kong by means of this Offering Memorandum or any other document other than to persons whose ordinary business it is to buy or sell shares or debentures, whether as principal or agent, or in other circumstances which do not constitute an offer to the public for the purposes of the Hong Kong Companies Ordinance and otherwise under Hong Kong law; and (iii) the Participating Shares have not been registered under the United States Securities Act of 1933 and are not being offered in the United States of America, nor may they be directly or indirectly offered or sold in the United States of America or in its territories or possessions or areas subject to its jurisdiction or to or for the benefit of nationals, citizens or residents thereof or persons who are normally resident therein (including the estate of such person and corporations or partnerships created or organised therein) except pursuant to an exemption available under the United States Securities Act of 1933.

The Articles of Association of the Company give powers to the Directors to require the redemption of Participating Shares held by any person in breach of any law or requirement of any country or governmental authority or by any person or persons in circumstances which, in the opinion of the Directors, might result in the Company incurring any liability to taxation or suffering any other pecuniary disadvantage which the Company might not otherwise have incurred or suffered.

Any information given or representation made by any dealer, salesman or other person and (in either case) not contained herein should be regarded as unauthorised and, accordingly, should not be relied upon. Neither the delivery of this Offering Memorandum nor the offer, issue or sale of Participating Shares shall, under any circumstances, constitute a representation that the information contained in this Offering Memorandum is correct as of any time subsequent to the date hereof.

Potential subscribers of Participating Shares should inform themselves as to (a) the possible tax consequences, (b) the legal requirements and (c) any foreign exchange restrictions or exchange control requirements which they might encounter under the laws of the countries of their citizenship, residence, incorporation or domicile and which might be relevant to the subscription, holding, or disposal of Participating Shares.

This Offering Memorandum replaces all Offering Memoranda issued previously by the Company.

DIRECTORS AND OTHER PARTIES

Directors of the Company

Andrew Collins
Paul Thompson
William Jones
Colin Rutherford
Gary Linford

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Custodian

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Auditors

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DEFINITIONS

For the purposes of this Offering Memorandum, the following expressions have the following meanings:

- "Administrator"** means RBC Dexia Investor Services Ireland Limited in its capacity as administrator of the Company in respect of the Sub-Funds.
- "Administration Agreement"** means the agreement referred to in paragraph 1(b) under the section headed "General Information" by which the Company has appointed the Administrator to provide administrative and registrar services to the Company in respect of the Sub-Funds.
- "Application Form"** means the form of application for Participating Shares.
- "Articles"** means the Articles of Association of the Company.
- "Business Day"** means a day (other than Saturday or Sunday) on which banks in Dublin, Luxembourg and Hong Kong are open for normal banking business provided that where as a result of a natural disaster, severe weather conditions or any similar event the period during which banks in Dublin, Luxembourg and Hong Kong are open on any day are reduced, such day shall not be a Business Day unless the Directors otherwise determine.
- "Class B Participating Shares"** means US\$ Participating Shares and Euro Participating Shares which are designated as such by the Board and differ from Class I Participating Shares in respect of minimum initial subscription amount and charging structure.
- "Class I Participating Shares"** means US\$ Participating Shares and Euro Participating Shares which are designated as such by the Board and differ from Class B Participating Shares in respect of minimum initial subscription amount and charging structure.
- "Company"** means Smoothed Growth Funds - Plus.

"Custodian"	means RBC Dexia Investor Services Bank S.A., Dublin Branch in its capacity as custodian of the Company's assets held in respect of the Sub-Funds.
"Custody Agreement"	means the agreement referred to in paragraph 1(c) under the section headed "General Information" by which the Company has appointed the Custodian to provide custodian services to the Company in respect of the Sub-Funds.
"Directors" or "Board"	means the directors of the Company.
"Euro" or "€"	means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the treaty establishing the European Community.
"Euro Participating Share"	means a participating redeemable preference share having a nominal value of €0.001 in the share capital of the Company.
"Fund MVA Percentage"	means the difference between the aggregate Redemption Price following the deduction of MVA's and the Net Asset Value per Participating Share.
"Management Agreement"	means the agreement referred to in paragraph 1(a) under the section headed "General Information" by which the Company has appointed the Manager to manage the Company's investments made with respect to the Sub-Funds.
"Management Share"	means a management share having a nominal value of US\$1.00 in the share capital of the Company all of which have been issued to and are held by the Manager.
"Manager"	means Smoothed Growth Investment Management Limited.
"Market Value Adjustment" or "MVA"	means an adjustment to the value of an underlying Smoothed Growth Fund upon encashment made at the discretion of the issuing insurance company, and usually only applies if the value of the underlying assets of

the relevant policy is less than the Surrender Value. Such MVA may be passed on to a redeeming Shareholder via the Fund MVA Percentage.

"Net Asset Value"

means the net asset value of the Company and, where applicable, each Sub-Fund and each Separate Class Account calculated as described below under the heading "Calculation of Net Asset Value".

"Participating Shares"

means, in relation to the Sub-Funds, the US\$ Participating Shares and the Euro Participating Shares issued in accordance with this Offering Memorandum by the Company.

"Redemption Day"

means the first Business Day in each month or such other Business Day or Business Days as the Directors may from time to time decide.

"Redemption Price"

means the price, calculated in the manner described below under the section headed "Subscription and Redemption Prices", at which Participating Shares will normally be redeemed (subject to the redemption charges and any applicable Market Value Adjustment).

"Registrar"

means RBC Dexia Investor Services Ireland Limited in its capacity as the registrar of the Company in respect of the Sub-Funds.

"Relevant Currency"

in respect of a Separate Class Account means the currency in which its shares are denominated.

"Separate Class Account"

means a sub-account of a Sub-Fund referable to one specific class of Participating Shares.

"Shareholder"

means a person who is registered on the register of members of the Company as the holder of a Participating Share.

"Smoothed Growth Fund"

means an investment product which offers participation in real assets such as equities, but which has a mechanism for smoothing returns. One example is "With Profits" funds.

"sub-fund"

means a separate fund established in accordance with the Articles in relation to one or more classes of participating shares in the

Company.

"Sub-Funds"	means the sub-funds in the Company offered pursuant to this Offering Memorandum.
"Subscription Day"	means the first Business Day in each month or such other Business Day or Business Days as the Directors may from time to time decide.
"Subscription Price"	means the price, calculated in the manner described below under the section headed "Subscription and Redemption Prices", at which Participating Shares will be issued.
"Surrender Value"	means the current value of an underlying Smoothed Growth Fund as supplied by the appropriate insurance company. This would normally include any currently attributable claims bonus, terminal bonus, loyalty bonus less any surrender penalties, but excluding any MVA.
"US dollars", "US\$" and "cent"	means the currency of the United States of America.
"US\$ Participating Share"	means a participating redeemable preference share having a nominal value of US\$0.001 in the share capital of the Company.
"Valuation Day"	means the last Business Day in each month or such other Business Day or Business Days as the Directors may from time to time determine.
"With Profits"	means an investment product of an insurance company described in further detail in the section headed "Investment Objective and Strategy" below.

SUMMARY OF OFFERING MEMORANDUM

The following is a summary only and is qualified in its entirety by the more detailed information appearing elsewhere in this Offering Memorandum.

The Company

Smoothed Growth Funds - Plus (the "Company" or the "Fund") is an open-ended investment company incorporated in the Cayman Islands on 20 October 1999 under the Companies Law (as revised) of the Cayman Islands as an exempted company with limited liability. Prospective investors should be aware that the Company may issue Participating Shares from time to time of different classes. Each class of Participating Shares will be designated by reference to a sub-fund of the Company. Each sub-fund may have one or more than one class or classes of Participating Shares designated to it. Where a sub-fund has more than one class of Participating Shares designated to it, the proceeds of issue of each class of Participating Shares will be applied in the accounts of the Company to the relevant Separate Class Account of the relevant sub-fund established for that class of Participating Shares. The assets and liabilities and income and expenditure (including the costs and profits and/or losses incurred in entering into hedging contracts for any particular class of Participating Shares) attributable to the relevant sub-fund and to any Separate Class Account of the sub-fund will be applied to such sub-fund and, where relevant, to any Separate Class Account and subject to the provisions of the Articles, to no other sub-fund or Separate Class Account.

As the assets of each sub-fund will potentially be available to creditors of any other sub-fund the Directors will consider the overall risk to the assets of the Company prior to establishing another sub-fund. The assets within each sub-fund are invested according to the investment objective and policies determined by the Directors for that sub-fund.

The Sub-Funds being offered pursuant to this Offering Memorandum

The sub-funds being offered pursuant to this Offering Memorandum are primarily, (a) "Smoothed Growth Plus Fund - USD Series", and (b) "Smoothed Growth Plus Fund - Euro Series" (the "**Sub-Funds**"). Particulars of the Sub-Funds are set out in the section headed "Comparison of the Sub-Funds and Classes of Shares". The Company has two other sub-funds in existence, being Smoothed Growth Plus Fund - US Dollar 2001 Series and Smoothed Growth Plus Fund - Euro 2001 Series (the "2001 Sub-Funds").

The Company is offering both Class B Participating Shares and Class I Participating Shares in respect of each of the two Sub-Funds. Class I Participating Shares are only available to certain types of investor and usually where fees have been agreed to be paid separately by the investor and the Company. The Class B Participating Shares and the Class I Participating Shares differ as to the minimum initial subscription amount and charging structure applicable to each (see the section headed "Comparison of the Sub-Funds and Classes of Shares").

Note: The Company may from time to time permit subscriptions for participating shares in the Company to be made in respect of the 2001 Sub-Funds. This Offering Memorandum shall, in such circumstances, be provided to subscribers for such participating shares together with a schedule by way of a supplement to this Offering Memorandum containing information specific to the 2001 Sub-Funds. Those two documents together shall constitute the offering document in respect of the 2001 Sub-Funds.

Minimum Investment

The minimum subscription for Participating Shares in respect of the two Sub-Funds being offered pursuant to this Offering Memorandum is as set out in the section headed "Comparison of the Sub-Funds and Classes of Shares".

The Manager has the right to amend the minimum subscription levels from time to time as they deem appropriate, and always with regards to regulatory minimums.

Investment Objective

The investment objective of each Sub-Fund is to invest in underlying Smoothed Growth Funds and/or similar products which may then be leveraged to enhance returns to investors. Typically, Smoothed Growth Funds will have underlying assets comprising of equities, bonds, cash and commercial property.

Subscription

Participating Shares which are referable to (a) Smoothed Growth Plus Fund - USD Series and (b) Smoothed Growth Plus Fund – Euro Series will each be available for issue on any Subscription Day (normally the first Business Day of each month) at the Subscription Price then prevailing subject to the minimum subscription described under the section headed "Minimum Investment". Applications received before 4.00 p.m. (Dublin time) on the last Business Day of any month will be dealt with on the next Subscription Day (normally the first Business Day of the next month). Applications received after such time will not be dealt with on the immediately following Subscription Day, but on the Subscription Day next following that Subscription Day. The Subscription Price will be based on the Net Asset Value per Participating Share of the relevant Sub-Fund, calculated as at the close of business in the relevant market or markets on the relevant Valuation Day.

The Manager or the Administrator reserves the right to reject any application for Participating Shares, in whole or in part.

Redemption

Shareholders will have the right to require all or a portion of their Participating Shares to be redeemed on a Redemption Day (normally the first Business Day of each month) at the Redemption Price then prevailing. Redemption requests received before 4.00 p.m. (Dublin time) on the 15th day of any month (or, if such day is not a Business Day, on the immediately preceding Business Day) will be dealt with on the next Redemption Day (normally the first Business Day of the next month). Redemption requests received after such time will be dealt with on the Redemption Day in the next following month.

The Redemption Price will be based on the Net Asset Value per Participating Share of the relevant Sub-Fund, calculated as at the close of business in the relevant market or markets on the relevant Valuation Day, less any redemption charge and any applicable MVA. An explanation of how an MVA may arise and may be applied is contained in the section "Risk Factors".

Dividend Policy

It is the present intention of the Directors not to declare or pay dividends and income earned by each Sub-Fund, which will be reinvested net of charges and expenses and reflected in the value of the Participating Shares of the relevant Sub-Fund.

Risk Factors

Investment in either Sub-Fund involves significant risks. Investors' attention is drawn to the risks outlined in the section headed "Risk Factors".

INVESTMENT OBJECTIVE AND STRATEGY

Investment Objective

The investment objective of both Sub-Funds is to achieve long-term capital appreciation. The Sub-Funds aim to provide returns ahead of cash deposit and inflation without the risks associated with being fully invested in the stock market. However, it should be noted that there remain risks pertaining to any investment in the Sub-Funds, not least of which is the use of leverage. Leverage adds an extra level of risk.

This objective will be achieved through investments into Smoothed Growth Funds or similar products. Typically, Smoothed Growth Funds will have underlying assets comprising of equities, bonds, cash and commercial property.

Each Sub-Fund will then, when considered appropriate by the Manager, leverage these investments aiming to provide higher returns. The employment of bank borrowing within the Sub-Funds is an integral part of the investment concept. The returns to investors will be enhanced where there is a surplus of return on the investments over the cost of borrowing. In the event of returns on investments being below borrowing costs, then the returns to investors will be reduced.

A subscription for shares in these Sub-Funds should be regarded as a part of a long-term investment strategy.

Investment Strategy

The Manager has identified low volatility Smoothed Growth Funds that have historically delivered long-term returns materially above the risk free rate. The aim of Smoothed Growth Funds is to deliver growth based upon long-term returns on their underlying assets which include equities, bonds, commercial property and cash.

Smoothed Growth Funds attempt to achieve lower volatility by a pooling of investment returns whereby short-term market downturns are smoothed by longer-term investment returns from bond and equity markets.

Given the structure of these investments and markets permitting, it may be possible to leverage these Smoothed Growth Funds to levels of up to three times. However, in more difficult market conditions the Fund might have significantly lower leverage which might be in the order of one times Net Asset Value. Where borrowing rates are below the level of total return from the underlying investments there is an opportunity to materially increase the Net Asset Value. The Manager carefully manages the levels of leverage used by the Sub-Funds to ensure appropriate levels for the existing market conditions are being used. However, it should be borne in mind that the use of leverage does add an additional element of risk to an investment in the Sub-Funds.

Where will monies be invested?

It is proposed that the Company will invest primarily in Smoothed Growth Funds or similar investments. The Manager will ensure that the borrowings within the Sub-Funds of the Company are currency matched in all material respects to the underlying investment. This

may be achieved by investing into Smoothed Growth Funds in the same currency as the loan, however it can also be achieved via currency hedging techniques. In this way the currency exposure will be minimised.

Pending investment, monies will be held in cash on call or on deposit. The Company may also invest in money market funds.

In addition, the Company may undertake hedging transactions by the use of foreign exchange transactions on a spot and forward basis, by the use of options, futures or other derivatives on appropriate securities either exchange listed or over-the-counter to minimise currency or other risk for the investors.

What is a Smoothed Growth Fund?

A Smoothed Growth Fund is designed to be a medium to long term, i.e. five years plus, investment. These funds aim to deliver long-term equity/bond performance with lower volatility. It is intended that the value of a Smoothed Growth Fund will grow through the addition of annual bonuses, which have historically been more attractive than bank deposit interest rates. Returns may be further increased by the addition of annual claims or terminal bonuses which depend on the underlying fund's performance. Some Smoothed Growth Funds add these bonuses to valuations as time goes by, whilst some simply add it only on surrender. In the latter case it is usually possible to get an indication of the anticipated bonus applicable at any point in time so that accurate Net Asset Values can be given reflecting the true overall bonus position. Subject to the investments being held for an appropriate period, these Smoothed Growth Funds have historically provided good capital growth with significantly less volatility than equities. However, in weak market conditions, Market Value Adjustments (or MVA's) may be made which will result in redeemers suffering a reduction in redemption proceeds.

Typically, the managers of such Smoothed Growth Funds would view the investment period being in excess of five years. Where an investor into a Smoothed Growth Fund seeks to surrender an investment during periods of negative underlying market performance, the fund might levy an MVA so as to avoid such an investor being over-paid to the detriment of the remaining investors. The Board wholly endorses the use of MVA's in such circumstances. This strategy emphasises the long-term nature of the Smoothed Growth Fund whilst also protecting the longer term returns.

The underlying assets of the Smoothed Growth Funds are typically a well diversified portfolio of international equities, real estate and fixed interest securities. Typically, the medium-term investment split has ranged between:

30-70 percent Equities

10-50 percent Cash and Fixed Interest

5-20 percent Commercial Property and Alternative Investments

Returns paid to policyholders are smoothed from year to year enabling them to benefit from the long-term returns of investment markets while minimising short-term fluctuations.

The smoothed rates of growth are achieved by the actuaries of Smoothed Growth Funds putting aside extra reserves in good years and then using these to bolster payouts in bad years. The underlying investment is a professionally managed fund where actuaries will endeavour to smooth the returns of their funds in order to provide stability to the investment. The actuaries will typically aim to manage the smoothing process so as to pay out the actual underlying performance over a five years period. This is in effect a key attraction of a Smoothed Growth Fund.

Compared with a normal equity investment the investor is gaining exposure to the higher potential returns available in equity markets without suffering the volatility or same level of risk. Historically, a Smoothed Growth Fund invests a large proportion of the investor's funds into equities and other real assets such as property, as historically over the long term these have delivered excess returns over cash and fixed income securities. It can also employ hedging strategies to insure against market falls. It can then pay out, in the form of bonuses, a significant proportion of the gains over the investment term on the equity and bond markets in which investors' funds have been invested.

The Smoothed Growth Fund providers used by the Sub-Funds of Smoothed Growth Funds - Plus typically have significant assets under management. Smoothed Growth Fund strategies managed by each of these insurance companies range between US\$15 billion to in excess of US\$100 billion for each company. This affords them high quality managers, research and access to companies. It also means their expense ratios are comparatively low.

Investment Restrictions

The Directors have resolved that the investments of the Company should be limited to low risk products such as, or similar to, Smoothed Growth Funds as agreed by the Directors from time to time. No new company's investments will be held without that company having been first approved by the Directors of the Company.

The Directors have further resolved that these investment restrictions shall not be amended without the approval of a special resolution of a meeting of the holders of the Participating Shares.

The Company was incorporated under the laws of the Cayman Islands as a multi-class exempted company. Sub-funds may be created from time to time at the discretion of the Directors to meet specific investor requirements. Each sub-fund will be managed according to the investment objectives, policies and restrictions determined by the Directors for that sub-fund.

MANAGEMENT AND ADMINISTRATION

The Directors

The Directors of the Company are responsible for the overall investment policies of the Company and each Sub-Fund.

At the date of this Offering Memorandum, the Directors of the Company, all of whom act in a non-executive capacity, are:

Andrew Collins - Formerly Regional Head of Europe for Butterfield Fund Services and, for over five years, Managing Director of Butterfield Fund Services (Bermuda) Limited and for three and a half years Managing Director of Butterfield Fund Services (Guernsey) Limited. He is a Fellow of the Institute of Chartered Accountants of England and Wales and has many years experience in venture capital, corporate finance, offshore banking and fund administration of mutual and alternative funds. He is also a Director of a number of fund companies.

Paul Thompson – He has more than 15 years experience in asset management and has an in-depth knowledge of the global investment funds business and in particular the mutual funds business. He has been involved in developing asset management businesses in Europe, Middle East, Asia, Japan and the Americas. He led the development of the international investment funds business at Goldman Sachs, served as a director of numerous fund entities and has advised many asset management businesses globally. Paul has worked with regulators across the world in developing the investment funds arena as well as numerous industry bodies. He was a founding director of the Institutional Money Market Funds association and also ran Fidelity's International Product Development function. Prior to joining Smoothed Growth Investment Management Limited, Paul was the first foreign CEO of a Chinese asset management operation, where he applied his international experience to build Prudential Financial's asset management joint venture in China.

William Jones – He started his professional career with leading US law firms and then joined Commodities Corporation as in-house counsel where he specialised in managed futures, commodities and foreign exchange, brokerage, structured products, multi-manager funds and accounts, and onshore and offshore funds. After Goldman Sachs acquired Commodities Corporation, he headed the legal department of Goldman Sachs Asset Management International. In 2000, he became a partner in Agora Capital Management, a multi-manager alternative investment manager based in Geneva, Switzerland. He then joined The Bank of Bermuda as Head of Legal, Compliance and Risk. After The Bank of Bermuda was acquired by HSBC, he became Head of Legal for Alternative Fund Services group of HSBC Securities Services. While at Bank of Bermuda/HSBC, Mr Jones acquired extensive experience in fund operations. He left HSBC in February 2005 to become a consultant on the alternative investment industry. He established DirectorsPlus and ManagementPlus in April 2006 and co-founded DMTC Group Limited in January 2007. The DMTC Group provides offshore directorship and management company services in the Cayman Islands and Singapore and will operate in Luxembourg from June 2008. He is a graduate of Princeton University and also holds a JD and a MBA from Columbia University.

Colin Rutherford – He has been a member of the Institute of Chartered Accountants of Scotland since 1983 and has over 20 years experience of the financial services industry. He

is chairman and a non-executive director of a number of public and private companies in Europe, Middle East and the US. He also manages a portfolio of public and private investments.

Gary Linford - He is a co-founder of DMTC Group Limited and the Managing Director of DirectorsPlus Limited, a Cayman regulated business established in January 2007. As the former Head of the Investment & Securities Division of the Cayman Islands Monetary Authority (CIMA), his primary responsibility was the effective oversight of the investment fund sector. This included the authorisation of hedge funds, fund administrators and investment managers as well as the ongoing oversight, inspections and prudential reviews of licensees. In addition to guiding the Investment Division through this period of unprecedented growth, he worked closely with the hedge fund industry in considering proposed changes to legislation, regulations and guidance notes impacting the regulatory framework of Cayman's hedge fund sector. Prior to joining CIMA, he was the former Global Head of Banking & Investments at Deutsche Bank International Limited and had direct line responsibility for the US\$5 billion offshore treasury desk and US\$15 billion offshore investment services division. He has a Masters in Applied Finance from Macquarie University in Sydney, Australia. He is a member of AIMA and was instrumental in the establishment of the AIMA Cayman Chapter. He is a member of the AIMA Cayman Education Committee and the AIMA Cayman Media Committee.

The Directors will each be entitled to a fee of up to US\$25,000 per annum for acting in such capacity. These fees will be divided based on the weighted NAV of each Sub-Fund of the Company.

The Manager

The Manager was incorporated in the Cayman Islands as an exempted limited company on 9 November 2006. It is registered pursuant to an exemption under the Securities Investment Business Law of the Cayman Islands and is therefore not regulated by the Cayman Islands Monetary Authority. The Directors of the Manager are Andrew Collins, Paul Freer (an International Banker with global experience across all functions in the banking industry gained with major banking groups such as Barclays Plc and LloydsTSB Plc. He is currently leading Retail Customer Management for the National Commercial Bank of Saudi Arabia and is responsible for the Retail Bank's strategy), William Jones, Paul Robinson (a co-founder of the Smoothed Growth group of funds, who previously worked for leading finance and brokerage firms in Hong Kong and in London) and Paul Thompson.

The officers, employees and agents of the Manager have experience in Smoothed Growth Fund investments and broader investment management expertise dating back over many years. The experience of such people regarding such an investment strategy over the last few years has further demonstrated the importance of careful analysis and selection in choosing between underlying Smoothed Growth Fund providers. Access to data on these companies, such as underlying asset performance data, which is not typically available to the retail investor, is an important element of the value added by the Manager. A strength of the Manager is the broad base of experience of its people.

By the Management Agreement, the Company has appointed Smoothed Growth Investment Management Limited as its manager, with responsibility for the selection of investments. The Manager will also supervise the overall activities of the Company. Further, the Manager

has agreed to arrange on behalf of the Company for the marketing and promotion of the Participating Shares in the Sub-Funds, and to use all due care in the selection of distributors.

The appointment of the Manager is for an unspecified duration, terminable at any time by the Company or the Manager giving to the other not less than six months' written notice.

The Manager will be entitled to receive the fees described below under the section headed "Charges and Expenses".

The Company has agreed to indemnify the Manager and its directors, officers and employees against all liabilities of whatsoever nature which it may incur in performing its obligations under the Management Agreement, other than those liabilities resulting from negligence or wilful default on the part of the Manager or its servants or agents. References to "loss" or "damage" for this purpose include any depreciation in value of the assets of the Company and any failure to produce a return on capital invested.

Investment Committee

Investment decisions with respect to the Company will be made by an investment committee appointed by the board of the Manager. This may comprise members of the board and other external specialist advisers.

Administrator

RBC Dexia Investor Services Ireland Limited will serve as the Company's Administrator. The Administrator provides administrative services for a number of corporations and partnerships throughout the world. The Administrator is not a sponsor or promoter of the Company for this offering.

The Administrator is a private limited company incorporated with limited liability in Ireland on 31 January, 1997 under registration number 260623. The Administrator is a wholly owned subsidiary of RBC Dexia Investor Services Bank S.A.. The Administrator's registered and head office is at the address specified in the section headed "Directors and Other Parties". The Administrator's principal business is the provision of fund administration services to and in respect of collective investment schemes and investment funds.

The Administrator is responsible, pursuant to the Administration Agreement, for all matters pertaining to the administration of the Company, including: without limitation (i) reviewing all notices, correspondence, telegrams, telex messages, telephonic advice or other representations and communications addressed to the Company, which come into the Administrator's possession; (ii) preparing the calculation of the Net Asset Value of the Company; (iii) calculating subscription prices and redemption prices of Participating Shares; (iv) preparing and forwarding to all Shareholders all certificates, cheques, warrants, statements as may be required from time to time; (v) maintaining all books and records as may be required by law by the auditors to the Company or by custom and practice with respect to investment transactions of the Company; (vi) facilitating with the auditors to the Company for the annual audit of the Company and preparing financial statements for audit; (vii) liaising with the Custodian with regard to the payment of dividends and other distributions; (viii) acting as the registrar and transfer agent of the Company, including administering all issues transfers and redemptions of Participating Shares, establishing and

maintaining the Company's register of members, issuing contract notes and confirmations of entry on the Company's register of members in respect of application and redemption requests; (ix) disbursing payments of legal fees, accounting fees, audit fees, directors' fees and expenses, advisory fees, administration fees and other fees and expenses of the Company; and (x) calculating and advising the Custodian and the Company of the amount of any fees due by the Company to the Custodian, the Administrator, the Manager and any other relevant party.

Under the terms of the Administration Agreement, the Company has agreed to indemnify the Administrator and its directors, officers, employees, servants and agents against any action, claims, costs, damages, liabilities or expenses incurred in connection with the performance of its services under the Administration Agreement, unless these arise from their fraud, bad faith, negligence, recklessness or wilful default.

The Administration Agreement may be terminated by either party upon not less than 90 days' notice to the other party.

Custodian

RBC Dexia Investor Services Bank S.A., Dublin Branch has been appointed by the Company to act as Custodian of certain assets of the Company. The Custodian is a branch of RBC Dexia Investor Services Bank S.A., a company incorporated with limited liability in Luxembourg on 30 March, 1994. RBC Dexia Investor Services Bank S.A is owned 99.99% by RBC Dexia Investor Services Limited, a joint venture between Royal Bank of Canada Limited and Dexia S.A. The head office of RBC Dexia Investor Services Limited is 14, Porte de France, L-4360 Esch-sur-Alzette, Luxembourg. The Custodian will be responsible only for those assets held directly to its order.

Under the terms of the Custodian Agreement, the Company has agreed to indemnify the Custodian against any losses, liabilities, damages, costs, claims or expenses which the Custodian may suffer or incur in acting as custodian other than by reason of its fraud, unjustifiable failure to perform its obligations or its improper performance of them, bad faith, negligence, recklessness or wilful default.

The Custodian Agreement may be terminated by either party upon not less than 90 days' notice to the other party.

ISSUE AND REDEMPTION OF SHARES

Issue

Participating Shares may be issued by the Company on any Subscription Day in a month in respect of applications which are received together with application monies in cleared funds before 4.00 p.m. (Dublin time) on the last Business Day of the preceding month. Applications should be made on the Application Form and must be faxed or sent in original format to the Administrator at the address shown on the Application Form. Copies of the Application Form are available from the Administrator. Wire transfer instructions are included in the Application Form. Subscription proceeds will be held in the Sub-Fund's account with the Administrator until the purchase of Participating Shares is effected. No certificates will be issued for Participating Shares in order to minimise administrative costs and facilitate redemptions, but each investor will receive written confirmation from the Company of the number of Participating Shares purchased by such investor by way of a contract note which will usually be issued within 15 Business Days following the Subscription Day.

The price at which Participating Shares will be issued on any particular Subscription Day will be the Subscription Price per Share calculated in the manner described under the section headed "Subscription and Redemption Prices". The minimum initial subscription for each applicant (including an existing Shareholder) and minimum further subscription amount for each class of Participating Shares for each Sub-Fund is described in the section headed "Comparison of the Sub-Funds and Classes of Shares". Fractions of not less than one-thousandth of a Participating Share will be issued. Application monies representing smaller fractions of a Participating Share will be retained by the Company.

Investors in the Class B Participating Share will receive a two per cent extra allocation on their investment. In the event that such investor redeems before the sixth anniversary of making their investment this extra allocation will be clawed back from the investor.

No Participating Shares will be issued unless and until the relevant application monies have been received in cleared funds by or on behalf of the Company. Application monies may be paid in the currency of the relevant Sub-Fund as described in the section headed "Comparison of the Sub-Funds and Classes of Shares", or any other currency acceptable to the Administrator. Application monies other than in the currency of the relevant Sub-Fund as indicated in the section headed "Comparison of the Sub-Funds and Classes of Shares" may be rejected by the Manager or (in its discretion) be accepted by the Manager by converting such monies into such currency at the rate determined by the Administrator and all bank charges and other conversion costs will be deducted from the application monies prior to investment in Participating Shares.

Participating Shares may not be issued during the period of any suspension of the determination of the Net Asset Value (for details see the section headed "Valuation and Prices").

Unless the applicant has made arrangements with the Manager to make payment in some other currency or by some other method, payment must be made in the currency of the relevant Sub-Fund as indicated in the section headed "Comparison of the Sub-Funds and

Classes of Shares" by telegraphic transfer to the account indicated in the section headed "Comparison of the Sub-Funds and Classes of Shares".

The Manager or the Administrator reserves the right to reject any application for Participating Shares in whole or in part. If any application is not accepted, the application monies or (where an application is accepted in part only) the balance thereof will be returned (without interest) by telegraphic transfer at the expense of the applicant or in such other manner as the Administrator may determine.

As part of the Company's responsibility for the prevention of money laundering, the Company, or the Administrator, may require a detailed verification of an investor's identity, any beneficial owner underlying the account, and the source of the investor's subscription payment (see section headed "Anti-Money Laundering Regulations" below).

Redemption

Shareholders will have the right to require all or a portion of their Participating Shares to be redeemed on a Redemption Day (normally the first Business Day in each month) at the Redemption Price then prevailing. The Manager has resolved to permit any redemption request from Smoothed Growth Funds – Currency Plus (a "feeder" fund established for the purpose of investing in the Company) received during the first year of its holding of Participating Shares. The Redemption Price will be based on the Net Asset Value per Participating Share calculated as at the close of business in the relevant market or markets on the relevant Valuation Day. Redemption Days are the first Business Day in each month and/or such other day or days as the Manager may from time to time determine.

Each request should be sent to the Administrator at the address shown on the Application Form, should be given in writing (by facsimile with the original to follow by mail) and must specify the number of Participating Shares to be redeemed and give payment instructions for the redemption proceeds. In order for a redemption request to take effect on a particular Redemption Day, the redemption request must be received by the Administrator not later than 4.00 p.m. (Dublin time) on the fifteenth day of the preceding month in which redemption is requested (provided that such day is a Business Day and, if not, on the immediately preceding Business Day) or such later day as the Manager in its absolute discretion may decide. Redemption requests received after such time will be processed on the next following Redemption Day.

The Manager has the right to redeem compulsorily any holding of Participating Shares which is held in breach of the laws or requirements of any country or governmental authority or which, in the opinion of the Manager, might result in the Company incurring any liability to taxation or suffering any other pecuniary disadvantage which the Company might not otherwise have incurred or suffered.

A Shareholder has the option of making withdrawals as described in the section headed "Comparison of the Sub-Funds and Classes of Shares". A Shareholder redeeming Participating Shares will be paid an amount equal to the Redemption Price per Participating Share less any redemption charge and any applicable MVA. The redemption charge and MVA applicable to each class of Participating Shares for the Sub-Funds are described in the section headed "Comparison of the Sub-Funds and Classes of Shares".

In certain circumstances the Redemption Price may be reduced by the amount of an MVA. Investors are referred to the section headed "Risk Factors" in the Offering Memorandum with regard to the effect of MVA's.

Redemption proceeds will be paid in the currency of the relevant Sub-Fund as indicated in the section headed "Comparison of the Sub-Funds and Classes of Shares" and will be paid by telegraphic transfer at the cost and risk of the redeeming Shareholder only to the bank account on record in the name of such Shareholder. Payment will, subject as mentioned below under the section headed "Valuation and Prices", normally be made within 15 Business Days after the relevant Redemption Day or (if later) as soon as practicable after the Administrator receives an original redemption request form, duly completed and signed by the Shareholder (or, in the case of joint Shareholders, each of them).

No redemption of part of a holding of Participating Shares may be made which would result in the Shareholder retaining Participating Shares which have a value of less than the minimum initial subscription amount of the relevant class of Participating Shares of the relevant Sub-Fund as indicated in the section headed "Comparison of the Sub-Funds and Classes of Shares" unless the Manager in its sole discretion determines to permit the redemption.

With a view to protecting the interests of Shareholders the Manager may limit the number of Participating Shares which are redeemed on any Redemption Day to 10 percent of the total number of shares of such class in issue. In that event, the limitation will apply pro rata so that all Shareholders wishing to redeem shares of that class on that Redemption Day redeem the same proportion of such shares of that class. Redemption requests in respect of all shares of that class not redeemed but which would otherwise have been redeemed on that Redemption Day together with all redemption requests subsequently received will be carried forward to the next Redemption Day (or such earlier day as the Manager may determine), whereupon all the shares the subject of such redemption requests will (subject to the same limitation and as provided below) be redeemed. If redemption requests are carried forward, the Manager will inform the Shareholders who are affected and on any subsequent Redemption Day priority will be given to requests which have been carried forward according to the length of time for which they have been carried forward.

No redemption of Participating Shares may be effected during the period of any suspension of the determination of the Net Asset Value of a Sub-Fund (for details see the section in the Offering Memorandum headed "Valuation and Prices").

Any investor (meaning, for these purposes, the ultimate beneficial owner of Participating Shares) wishing to redeem Participating Shares with a value of US\$2,000,000 (for US\$ denominated Sub-Funds) or EUR2,000,000 (for Euro denominated Sub-Funds) or more in the aggregate in any period of 12 months is required to give not less than six months' notice to the Administrator (or such shorter period as the Manager may, in any particular case, determine).

The payment of redemption monies may be suspended or refused if the Manager suspects or is advised that the payment of the redemption proceeds to a redeeming shareholder may result in a breach or violation of any anti-money laundering law.

Conversion of Sub-Funds

The Articles contemplate mergers between two or more sub-funds of the Company. The Directors may consider it in the interest of the Shareholders of two or more of the sub-funds to merge them together if the underlying portfolios are or have become approximately similar in nature (but not in individual investments held) and administration and operating expenses could be reduced or saved through a merger. The Directors would then propose to the relevant Shareholders a merger between the sub-funds in question by way of a conversion from one or more of the Sub-Funds into another sub-fund. Such a conversion would require the consent by way of a special resolution of the shareholders of each of the classes of shares of the sub-funds concerned. A special resolution requires three quarters of those attending the shareholders' meeting to vote in favour of it in order for the resolution to be passed. If such special resolution is passed, it will be binding on all shareholders affected, regardless of whether they voted for or against the resolution.

Any merger proposal would reflect the Net Asset Value per share of the respective sub-funds.

Anti-Money Laundering Regulations

As part of the Company's responsibility for the prevention of money laundering, the Company, or the Administrator, may require a detailed verification of an investor's identity, any beneficial owner underlying the account, and the source of the investor's subscription payment.

The Company and the Administrator will at all times comply with any obligations imposed by any applicable laws, rules and regulations with respect to money laundering and, in particular, with the Criminal Justice Act 1994 and Criminal Justice Act (Terrorist Offences) Act 2005. The Administrator has adopted procedures designed to ensure, to the extent applicable, that it and its agents shall comply with the foregoing undertaking.

The Administrator will notify applicants via the application form of the proof of identity that will be required. By way of example, an individual may be required to produce an original passport or identification card with the individual's signature contained therein or a copy which has been duly certified by a public authority such as a notary public or the police in their country of residence, together with evidence of their address such as a utility bill or bank statement. The exact documentation required may vary depending on the individual's country of residence. In the case of corporate applicants this may require production of a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent), the names and addresses of all directors and/or beneficial owners, and any such other documentation as the Company or the Administrator might require.

The Company and the Administrator reserve the right to request such information as they deem necessary for verification purposes. In the event of delay or failure by the subscriber or Shareholder to produce any information required, the Company and/or the Administrator may refuse to accept a subscription or the Company may compulsorily redeem such Shareholder's Participating Shares. The Company and/or the Administrator, by written notice to any Shareholder, may suspend the payment of redemption proceeds payable to such Shareholder if it reasonably deems it necessary to do so to comply with applicable anti-money laundering regulations.

Each subscriber and Shareholder shall be required to make such representations to the Company as the Company, the Administrator or the Investment Manager shall require in connection with applicable anti-money laundering procedures, including, without limitation, representations to the Company that such subscriber or Shareholder is not a prohibited country, territory, individual or entity listed on the US Department of Treasury's Office of Foreign Assets Control (“OFAC”) website, and that it is not directly or indirectly affiliated with any country, territory, individual or entity named on an OFAC list or prohibited by any OFAC sanctions programmes. Such subscriber or Shareholder shall also represent to the Company that amounts contributed by it to the Company were not directly or indirectly derived from activities that may contravene US Federal, state or international laws and regulations, including, without limitation, any applicable anti-money laundering laws and regulations.

The Administrator may disclose information regarding investors to such parties (for example, its affiliates, attorneys, auditors, administrators or regulators), as it deems necessary or advisable, including, but not limited to, in connection with anti-money laundering and similar laws. The Administrator or other service providers may also release information if compelled to do so by law or by any regulatory (including self-regulatory) organisation or pursuant to any investigation related to anti-money laundering or other laws or regulations.

Additional requirements may be imposed from time to time to comply with all applicable anti-money laundering laws, including the United States PATRIOT Act.

If any person resident in the Cayman Islands knows or suspects that another person is engaged in money laundering or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of their business the person will be required to report such belief or suspicion to (i) the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Criminal Conduct Law (2007 Revision) of the Cayman Islands if the disclosure relates to money laundering, or (ii) to a police officer of the rank of constable or higher pursuant to the Terrorism Law, 2003 of the Cayman Islands if the disclosure relates to involvement with terrorism or terrorist property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

VALUATION AND PRICES

Calculation of Net Asset Value

The Net Asset Value of each Sub-Fund will be determined as at the close of business in the relevant market or markets on each Valuation Day in accordance with the Articles, together with this section which provides supplemental information:

- (i) the surrender value of any With Profits Policies shall be the latest valuation price provided by the insurance company issuing the policy, or other normal valuation source approved by the Directors. (For the avoidance of doubt, this surrender value is prior to the deduction of any applicable MVA);
- (ii) where introductory fees are paid to distributors (usually through the purchase of Class B Participating Shares), these amounts will become an asset of each Sub-Fund and amortised over five years, at a rate similar to the scale of reduction in redemption charges noted in the section "Comparison of the Sub-Funds and Classes of Shares". This treatment will have the effect of reducing the return of Class B Participating Shares for the period of this amortisation;
- (iii) where a two percent extra allocation is given on the purchase of Class B Participating Shares these amounts will become an asset of each Sub-Fund and amortised during the sixth year of investment. This treatment will have the effect of reducing the return of the Class B Participating Share for the period of this amortisation;
- (iv) notwithstanding the foregoing, the Directors may, at their absolute discretion, permit some other method of valuation to be used if they consider that such valuation better reflects the fair value such valuation methodology having been agreed in advance with the Auditors of the Company; and
- (v) any value (whether of a security or cash) otherwise than in the Relevant Currency shall be converted into the Relevant Currency at the rate (whether official or otherwise) which the Directors shall in their absolute discretion deem appropriate to the circumstances having regard, inter alia, to any premium or discount which they consider may be relevant and to costs of exchange.

The Directors have determined that a method of valuation to better reflect fair value of the Company's assets, which may have the effect of keeping movements in the Subscription Price and the Redemption Price relatively smooth, may be used. Certain one off gains or losses may be introduced into the valuation of an asset in stages (or "smoothed") over a period. For example, where there is a gain (or loss), this may be reflected by spreading the increase (or decrease) in value as reflected in the Net Asset Value over a period of months. Examples of these might include one off uplifts or costs on new investments, or quarterly charges on Smoothed Growth Funds. In particular, the Directors have determined that any change to the rate of terminal bonuses (also referred to as "final bonuses") will be smoothed over the period to which they relate. For example, the value of an increase to terminal bonus rates announced at the start of a year bonus declaration will be smoothed over a 12 month period from the date of the declaration, whereas the value of an increase to terminal bonus rates announced in a mid-year bonus declaration will be smoothed in over the remaining period from the date of

the declaration. The circumstances and applications of these and similar methods of valuation will be subject to agreement with the auditors of the Company from time to time.

Where a Sub-Fund has Separate Class Accounts, in order to provide a proper attribution of the Net Asset Value between the Separate Class Accounts, the Articles provide, inter alia, as follows:-

- (i) an increase or decrease in the Net Asset Value of the Sub-Fund of which the Separate Class Account constitutes a separate sub account over a relevant valuation period shall be allocated to each Separate Class Account; this shall be in the proportion that the Net Asset Value attributable to such Separate Class Account at the beginning of the relevant valuation period bears to the aggregate Net Asset Value of all the Separate Class Accounts of the relevant Sub-Fund at the beginning of the relevant valuation period; and
- (ii) where any event takes place which affects the proportion of the Net Asset Value of the Sub-Fund properly attributable to a Separate Class Account (such as the payment of a dividend on such Participating Shares), an adjustment is made to ensure any increase or decrease in the Net Asset Value of the Sub-Fund and all liabilities and expenses are attributed appropriately to the relevant Separate Class Account.

The Administrator will calculate the Net Asset Value of each Sub-Fund (and Separate Class Account) and in doing so relies upon valuations of each Sub-Fund's assets provided to it by the Directors or the Manager. (The Administrator has no liability in respect of any losses sustained by any person as a result of any error in the calculation of the Net Asset Value of a Sub-Fund (or Separate Class Account) arising from reliance on such valuations. The Administrator is also indemnified by the Company in respect of any such liability. (See further the section titled "**The Administrator**".))

The Articles provide that the Directors may at any time and from time to time suspend the determination of the Net Asset Value and/or extend the period for the payment of redemption monies to persons who have redeemed Participating Shares for the whole or any part of a period:

- (a) during which any stock exchange, commodities exchange, futures exchange or over-the-counter market on which any significant portion of the investments of the Company is listed, quoted, traded or dealt in is closed (other than customary weekend and holiday closing) or trading on any stock exchange or market is restricted or suspended; or
- (b) when circumstances exist as a result of which in the opinion of the Directors it is not reasonably practicable for the Company to dispose of investments or as a result of which any such disposal would be materially prejudicial to Shareholders; or
- (c) when a breakdown occurs in any of the means normally employed in ascertaining the value of investments or when for any other reason the value of any of the investments or other assets of the Company cannot in the opinion of the Directors reasonably or fairly be ascertained; or

- (d) during which the redemption or realisation of the Company's investments or the transfer of funds involved in such redemption or realisation cannot in the opinion of the Directors be effected at normal prices or normal rates of exchange; or
- (e) in the opinion of the Directors it is not possible to obtain fair pricing of the investments held by the Company; or
- (f) when, in the opinion of the Directors such redemptions would not reflect fair value, particularly with reference to the addition of claims bonus, terminal bonus or the application of Market Value Adjustments; or
- (g) when, in the opinion of the Directors, it is not possible fairly to assess the liabilities of the Company with particular reference to the Company's bank borrowings, and including any possible penalties for early repayments.

Investors will be notified of any period of suspension. No Participating Shares may be issued or redeemed during such a period of suspension. All reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

Net Asset Value will be calculated to three decimal places.

Subscription and Redemption Prices

The Articles provide that the Subscription Price or Redemption Price of each Participating Share designated by reference to a Sub-Fund which has Separate Class Accounts for any relevant Valuation Day will, subject as provided below, be determined by dividing the Net Asset Value of the Separate Class Account as at the close of business in the relevant market or markets on that Valuation Day by the number of Participating Shares of such Relevant Class Account then in issue, the resulting amount being rounded to the nearest unit of the Relevant Currency. Normal rounding rules apply when formulating the Subscription and Redemption prices. The benefit of any such rounding will be retained by the Company.

Redemption proceeds may also be subject to deduction of a Fund MVA Percentage as described under the section "Risk Factors" and redemption charges, where applicable, as disclosed in the section headed "Comparison of the Sub-Funds and Classes of Shares". Further, the Articles give the Directors power to arrange for a revaluation of the Participating Shares if they consider that the Subscription Price or Redemption Price calculated on any Valuation Day does not accurately reflect the true value of the Participating Shares.

The latest Net Asset Value per Participating Share of each Sub-Fund and where relevant each Separate Class Account in the Company so determined will be available from Bloomberg as well as from the Smoothed Growth Funds website, www.smoothedgrowthfunds.com.

CHARGES AND EXPENSES

Manager's Fee

Under the terms of the Management Agreement, a management fee of 1.75 percent per annum of the net assets of each Sub-Fund, payable monthly in arrears is payable by the Company.

In addition, the Company will be obliged to pay a performance fee of 20 percent of the amount by which the Net Asset Value per Participating Share of each sub-fund at the end of a quarter exceeds the highest Net Asset Value per Participating Share as at the end of any preceding quarter. The Performance Fee is calculated on a basis which excludes the effect of MVAs, therefore the returns on which performance fees are calculated will be higher than an investor may experience in periods when a Fund MVA Percentage is applicable. This will be accrued and paid quarterly. For the purpose of calculating the Performance Fee, any accrued but unpaid fees will not be taken into account when calculating the Net Asset Value at the end of a quarter.

Administrator and Registrar Fee and Custodian Fee

The Administrator and Registrar will receive a fee out of the assets of each sub-fund as set out in a service offer letter dated 21 March, 2007 between the Company and the Administrator and Registrar.

The Custodian will receive a fee out of the assets of each sub-fund as set out in a service offer letter dated 21 March, 2007 between the Company and the Custodian.

General Expenses

The Company will bear the cost of all brokerage (if any) payable on the purchase or sale of investments, foreign exchange interest on borrowings and fees in respect thereof, fees payable in the Cayman Islands on increases in the share capital of the Company, the annual company registration fee payable in the Cayman Islands, the fees and reasonable travel, hotel and incidental expenses of the Directors, the fees and expenses of the auditors and legal advisers to the Company, the cost of printing and distributing the annual report and statement and all other operating and administrative expenses. The Company reserves the right to pay commission to introducers of investors to the Company. The Company also reserves the right to appoint a foreign exchange manager if it considers that such appointment would be beneficial to the Company. Expenses which are specifically attributable to an individual sub-fund will be borne solely by that sub-fund. Expenses which are attributable to all sub-funds will be apportioned among all sub-funds on a suitable basis.

The Manager and/or any company associated with it reserves the right to effect transactions by or through the agency of another person with whom the Manager and/or any company associated with it have an arrangement under which that party will from time to time provide to or procure for the Manager and/or any company associated with it goods, services or other benefits (such as research and advisory services, computer hardware associated with specialised software or research services and performance measures) the nature of which is such that their provision can reasonably be expected to benefit the Company as a whole and may contribute to an improvement in the performance of the Company or of the Manager

and/or any company associated with it in providing services to the Company and for which no direct payment is made but instead the Manager and/or any company associated with it undertake to place business with that party. For the avoidance of doubt, such goods and services do not include travel, accommodation, entertainment, general administrative goods or services, general office equipment or premises, membership fees, employee salaries or direct money payments.

DIVIDENDS, REPORTS, STATEMENTS AND MEETINGS

Dividend Policy

It is the present intention of the Directors not to declare or pay dividends and income earned by each Sub-Fund which will be reinvested net of charges and expenses and reflected in the value of the Participating Shares of the respective Sub-Fund. In the event that the Directors decide to declare dividends, such dividends may be distributed from net income and/or net realised and unrealised capital gains.

Reports, Statements and General Meetings

The annual audited financial statements of the Company will be made up to 30 June in each year in accordance with Cayman Islands Law and United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice) and will be made available to Shareholders within six months of the financial year end on the Company's website and forwarded to Shareholders only on request.

Investor statements will be issued by the Administrator bi annually unless otherwise agreed between the Administrator and the Manager or Directors.

General meetings of the Company may be convened from time to time by the Directors by notice in writing to Shareholders.

All financial statements, notices and other documents will be sent, in the case of joint holders of Participating Shares, to the holder who is named first in the Register of Members of the Company at his registered address.

Auditor's Maximum Liability

The engagement letter entered into between the Company its Auditors, KPMG Cayman Islands, contains provisions limiting the liability of the auditor to three times the fees paid to the auditor for services or work product giving rise to the liability except to the extent finally determined to have resulted from the wilful or intentional neglect or misconduct, or fraudulent behaviour of the auditor.

CONFLICTS OF INTEREST

Investors' attention is drawn to the following potential conflicts of interest:

The Manager together with its holding companies, holding company's shareholders, any subsidiaries of their holding companies and any of their directors, officers, employees, agents and affiliates ("Interested Parties") may be involved in other financial, investment or other professional activities which may on occasion cause conflicts of interest with the Company. These include management of other funds, purchases and sales of securities, investment and management advisory services, brokerage services, and serving as directors, officers, advisers, or agents of other funds or other companies. In particular it is envisaged that the Manager may be involved in advising or managing other investment funds which may have similar or overlapping investment objectives to or with the Company. The Manager may provide services to third parties similar to those provided to the Company and shall not be liable to account for any profit earned from any such services. Where a conflict arises the Manager will endeavour to ensure that it is resolved fairly. In relation to the allocation of investment opportunities to different clients, including the Company, the Manager may be faced with conflicts of interest with regard to such duties; however, it will ensure that investment opportunities in those circumstances will be allocated fairly.

The Company or any wholly-owned subsidiary on behalf of the Company, may acquire securities from or dispose of securities to any Interested Party or any investment fund or account advised or managed by any such person, but only, in relation to the Sub-Funds, with the prior approval of the Board. Any Interested Party may hold Participating Shares and deal with the same as it thinks fit. An Interested Party may buy, hold and deal in any investments for its own account notwithstanding that similar investments may be held by the Company or any subsidiary for the account of the Company.

Any Interested Party may contract or enter into any financial or other transaction with any Shareholder or with any entity any of whose securities are held by or for the account of the Company, or be interested in any such contract or transaction. Furthermore, any Interested Party may receive commissions and benefits which it may negotiate in relation to any sale or purchase of any investments of the Company effected by it for the account of the Company and which may or may not be for the benefit of the Company.

From time to time some or all of the Directors may also be directors and/or officers of the Manager (or its related companies) and the fiduciary duties of the Directors may compete with or be different from the interests of the Manager. Only the Directors may terminate the services of the Manager and other agents of the Company.

From time to time some or all of the Directors may also be directors of other mutual funds which invest in Smoothed Growth Funds and similar products and/or service providers to such mutual funds (and in respect of which they may have a personal interest) and this may give rise to a conflict of interest and/or a conflict of duty on the part of the Directors. In such circumstances the Directors will seek to proceed fairly with regards to all persons to whom a duty is owed.

The Management Shares have been issued to the Manager. The Management Shares carry all of the votes exercisable at a general meeting of the Company, including on resolutions dealing with the removal and appointment of Directors and changes to the Articles (subject,

in the case of the latter, to approval of the holders of the relevant class or classes of Participating Shares, where such would involve the variation or abrogation of its or their class rights).

RISK FACTORS

Investment in a Sub-Fund involves risk. Whilst it is the intention of the Manager of the Company to implement investment strategies which result in growth, there can be no assurance that these strategies will be successful. As a result, each investor should carefully consider whether they can afford to bear the risks of investing in a Sub-Fund. The following discussion of risk factors does not purport to be a complete explanation of the risks involved in investing in the Company.

An investment in a Sub-Fund involves varying types and degree of risk, including the risk of loss of some or all of an investor's investment.

The risks of investing in a Sub-Fund include:

Leverage

Investors must consider the fact that leveraging can be a high-risk strategy and will not be appropriate for every investor. Leveraging can increase potential gains, as long as the overall rate of return on the underlying investments, net of charges and any taxation, is greater than the cost of borrowing. However, whilst leveraging can enhance returns it can also increase losses. For example, in the event of the returns on underlying investments of the Sub-Fund being one percent over borrowing costs, before fees, then with three times leveraging, the leveraging could enhance the return by three percent. In the event of the returns being one percent below borrowing costs, before fees, the effect of the leveraging is to reduce the total returns by 3 percent.

The Leverage in the Sub-Funds is drawn on a monthly basis, with interest accruing and being rolled into the next draw down. The Sub-Funds pay an interest rate that is fixed on a monthly basis. Sub-Fund returns may therefore vary on a month by month basis as a result of the interest rate that is fixed at the previous rollover.

Investors must also consider the risk that it may not always be possible to reduce fund leverage quickly in a situation of market turbulence, and consequently, while the level of fund leverage is reviewed and re-evaluated no less than once a month, it may not always be possible to adjust down the level of fund leverage accordingly during times of adverse market movements.

Market Value Adjustments (MVAs)

Investors should be aware that leverage is a fundamental theme to the investment objective. Whilst this can materially enhance a Sub-Fund's upside potential, it will equally magnify any MVAs levied against Smoothed Growth Fund assets held. This is described as the "Fund MVA Percentage".

Any Sub-Fund may have a Fund MVA Percentage applicable if there are MVAs applicable in the Smoothed Growth Funds in which the Sub-Funds invest. Smoothed Growth Funds may apply an MVA in times where the value of the underlying assets is less than the Surrender Value, this would typically be the case in periods of poor market performance, or early in the life of the policy. This is to ensure that there is a fair distribution of profits between policies which are cashed in and those which remain in the Smoothed Growth Fund run by the

insurer. The aim of most insurance companies is, in normal circumstances, to pay Surrender Values free from any MVA. However, this is not guaranteed.

If an investor elects to redeem his holding at a time when an MVA would apply on surrender of Smoothed Growth Funds held by a Sub-Fund then the Manager reserves the right to reduce the redemption proceeds by an amount calculated by: (a) ascertaining the aggregate amount of MVAs that the Manager believes would be applied to all Smoothed Growth Fund investments held by the Sub-Fund (for the avoidance of doubt, including the leveraged part of the Sub-Fund) in the event of their surrender at the time of such redemption and (b) by reducing the resulting amount to the same proportion thereof as the redemption proceeds bears to the aggregate Redemption Price of all Participating Shares of such Sub-Fund in issue immediately prior to such redemption. The difference between the aggregate Redemption Price following the deduction of MVAs and the Net Asset Value per Participating Share and the application of the leverage ratio shall be known as the "Fund MVA Percentage".

The investor will bear the appropriate amount, as far as possible, of MVAs accruing during the time of his holding of Participating Shares. For example, if at the date of subscription into a Sub-Fund, the Sub-Fund had a Fund MVA Percentage of 5% and at the date of redemption the Fund MVA Percentage was calculated as being 10% that investor would be charged a MVA of 5% on redemption. Similarly, if at the date of subscription into a Sub-Fund, the Sub-Fund had a Fund MVA Percentage of 5% and at the date of redemption the Fund MVA Percentage was calculated as being 4% that investor would be charged a MVA of 0% on redemption, as the Fund MVA Percentage at the time of redemption would be lower than as at the time of subscription.

In summary, the Manager will, in usual circumstances, calculate the Fund MVA Percentage by (i) determining the level of MVAs actually levied on the underlying Smoothed Growth Fund investments of the Sub-Funds and (ii) dividing it by the Net Asset Value attributable to the Participating Shares designated to the Sub-Fund. The Directors and/or Manager may decide, in circumstances where the calculated Fund MVA Percentage is deemed to be not material to the Company, to publish a Nil Fund MVA Percentage.

In order to assist redeeming Shareholders, if redemption proceeds would be subject to the application of a Fund MVA Percentage, the Company will within five Business Days of the 15th of the month (or other deadline for redemptions) notify the relevant Shareholder by post in the form of a MVA Notification Letter. In accordance with the Articles of Association, the notice shall be deemed to be received by the Shareholders five days after the notice is posted. The Shareholder may withdraw his redemption request by post, by signing and returning a copy of the MVA Notification Letter to the Administrator, such withdrawal of the redemption request shall be effective provided it is received within five Business Days of the deemed date of receipt of the notification of the Fund MVA Percentage. For the avoidance of doubt, the deadline for withdrawing any redemption request, at a time when there is Fund MVA Percentage applicable, is ten business days from the date of the MVA Notification Letter. This deadline will be stated on the MVA Notification Letter. In addition, for the avoidance of doubt, if a redeeming investor does not return a signed copy of the MVA Notification Letter within the stated timeframe, their redemption request will proceed as originally instructed and their redemption proceeds will be sent net of any Fund MVA Percentage applicable at the time of redemption.

If a Shareholder provides a fax number or email address on the Redemption Request, the Administrator may at the sole risk of the Shareholder fax or email details of the Fund MVA Percentage to the redeeming investor. The redeeming investor may similarly fax or email the withdrawal of the redemption request at its sole risk. The sending and receipt of faxes and emails for these purposes is at the total discretion of the Administrator, and nothing in this paragraph shall prejudice the provisions for the deemed delivery of the Fund MVA Percentage advised by the Company by post and the requirement for a withdrawal of the Redemption Request to be received by post as set out in the foregoing paragraph.

In circumstances where the Manager deems there to have been a material movement to MVAs in the underlying Smoothed Growth Funds, and thus the Fund MVA Percentage, between the time of initial notification to redeeming Shareholders and the time the redemption proceeds fall due, the Manager reserves the right to recalculate the Fund MVA Percentage and request reconfirmation from redeeming Shareholders.

Credit Risk

There is a potential credit risk associated with any guarantor on the underlying investment. It is intended that the each Sub-Fund will invest in Smoothed Growth Funds issued by insurance companies with a Standard & Poor's (or broadly equivalent) credit rating of A or above (or is part of a group with a similar credit rating). This may change from time to time, particularly if an issuing company's credit rating falls and the Manager does not deem it appropriate to dispose of investments issued by that company.

The Company will have borrowings that will be subject to loan arrangements which will contain covenants. It is therefore possible that, in the case of any breach of covenant, the loans may become payable before their normal maturities. This could render it necessary to surrender investments at a time beyond the Manager's control which could reduce the Net Asset Value.

It is possible that the Manager may fail in sourcing leverage for the Sub-Funds. Equally it may not be possible to achieve lending terms that are at least comparable to those that the Company has historically attained.

Timing Risk

Due to the way in which some bonuses on Smoothed Growth Funds are added there is the possibility of additional investors in a Sub-Fund diluting the short term returns for the earliest investors. The Board believes the benefits of diversity of investment periods, diversity of Smoothed Growth Funds and economies of scale offset this partially for investors. The Board will consider the appropriateness of taking in further investments based on the outlook for investors taking a medium term view, that being 5 years or more.

Due to the way Smoothed Growth Funds share their returns with investors, it is likely, under expected market circumstances, that the annual total returns from the funds will improve the longer the investment is held. Equally, returns in the initial years may attract little or no terminal bonus in poor equity market scenarios. The Manager may try to negotiate charging structures with some of the Smoothed Growth Fund providers that attempt to smooth this over the initial five year period.

Investing in Smoothed Growth Funds

The on-going ability of the Company to make investments on behalf of the Sub-Funds with insurance companies issuing With Profits policies and the ability to receive information in relation to the policies is fundamental to the investment strategy and management of these Sub-Funds.

Having Smoothed Growth Fund investments with a diversified spread of issuers is considered an important aspect of each sub-fund of the Company. Initially there may be a limited spread of Smoothed Growth Funds available for each such Sub-Fund to invest in. Equally, it is possible that the favourable terms that have historically been achieved may not continue in the future. As part of this strategy, Smoothed Growth Funds may be sold or assigned for fair value between different sub-funds.

Investment in a Sub-Fund should not be viewed as constituting a balanced investment programme for the purposes of an investor's portfolio diversification needs.

Company Structure

An additional risk of investing in the Company is that the Company is structured as an umbrella fund with shares issued in different classes to represent wholly separate and distinct sub-funds. The assets of all sub-funds are potentially available to the creditors of any other sub-fund. The Directors will consider the overall risk to the assets of the Company before establishing any sub-fund.

TAXATION

Investors should consult their professional advisers on the potential tax consequences of subscribing for, purchasing, holding or redeeming, Participating Shares under the laws of their country of citizenship, domicile or residence.

As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in the Company is made will endure indefinitely. The following is based on the law and practice currently in force in the Cayman Islands and is subject to changes therein.

Cayman Islands

The Government of the Cayman Islands, will not, under existing legislation, impose any income, corporate or capital gains tax, estate duty, inheritance tax, gift tax or withholding tax upon the Company or the Shareholders. The Cayman Islands are not party to any double taxation treaties.

The Company has received an undertaking from the Governor-in-Council of the Cayman Islands that, in accordance with section 6 of the Tax Concessions Law (1999 Revision) of the Cayman Islands, for a period of 20 years from 2 November 1999, no law which is enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to the Company or its operations and, in addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable (i) on the shares, debentures or other obligations of the Company or (ii) by way of the withholding in whole or in part of a payment of dividend or other distribution of income or capital by the Company to its members or a payment of principal or interest or other sums due under a debenture or other obligation of the Company.

GENERAL INFORMATION

1. **Material Contracts**

The following contracts (not being contracts in the ordinary course of business) have been entered into by the Company and are, or may be, material:

- (a) the Management Agreement dated 1 December 2006 between the Company and the Manager pursuant to which the Manager was appointed, subject to the overall supervision of the Directors, to manage the Company's investments and affairs of the Company in relation to the Sub-Funds;
- (b) the Administration Agreement dated 1 July, 2007 between the Company and the Administrator, pursuant to which the Administrator was appointed to provide certain administrative and registrar services to the Company in respect of the Sub-Funds;
- (c) the Custodian Agreement dated 1 July, 2007 between the Company, the Custodian and the Manager pursuant to which the Custodian was appointed as custodian of the assets of the Company held in respect of the Sub-Funds.

The Manager was incorporated in the Cayman Islands as an exempted limited company on 9 November 2006. The Directors of the Manager are Andrew Collins, Paul Freer, William Jones, Paul Robinson and Paul Thompson.

2. **Litigation**

The Company is not engaged in any litigation or arbitration and no litigation or claim is known to the Directors to be pending or threatened by or against the Company.

3. **Directors' Interests**

There are no service contracts in existence between the Company and any of its Directors, nor are such contracts proposed.

Save as disclosed elsewhere herein:

- (a) no Director has any interest, direct or indirect, in the promotion of or in any assets which have been or are proposed to be acquired or disposed of by, or issued to, the Company;
- (b) no Director is materially interested in any contract or arrangement subsisting at the date hereof which is unusual in its nature or significant in relation to the business of the Company; and
- (c) no Director (nor any spouse or child under 18 of a Director nor any connected person of a Director) has any interest, direct or indirect, in the share capital of the Company. Such persons may acquire shares on the same terms as other investors.

4. Company Name

The Company adopted its present name on 1 December 2006.

5. Disclosure of Interests

Save as may result from the entry by the Company into the agreements listed under "Material Contracts" above or any other fees, commissions or expenses discharged, reimbursed or paid as disclosed elsewhere in this document, no amount or benefit has been paid or given or is intended to be paid or given to any promoter of the Company.

6. Mutual Funds Law

The Company falls within the definition of a "mutual fund" in terms of the Mutual Funds Law (2003 Revision) as amended of the Cayman Islands (the "Law").

RBC Dexia Investor Services Cayman Limited (being a licensed mutual fund administrator in the Cayman Islands) is providing the principal office of the Company in the Cayman Islands at Royal Bank House, 4th Floor, 24 Shedden Road, P.O. Box 1586, Grand Cayman KY1 – 1110, Cayman Islands and, accordingly, the Company is regulated under Section 4(1)(b) of the Law.

As a mutual fund the Company is subject to the supervision of the Cayman Islands Monetary Authority (the "Authority") and the Authority may at any time instruct the Company to have its accounts audited and to submit them to the Authority within such time as the Authority specifies. In addition the Authority may ask the Directors to give the Authority such information or such explanation in respect of the Company as the Authority may reasonably require to enable it to carry out its duty under the Law.

The Directors must give the Authority access to or provide at any reasonable time all records relating to the Company and the Authority may copy or take an extract of a record it is given access to. Failure to comply with these requests by the Authority may result in substantial fines on the part of the Directors and may result in the Authority applying to the court to have the Company wound up.

The Authority may take certain actions if it is satisfied that a regulated mutual fund is or is likely to become unable to meet its obligations as they fall due or is carrying on or is attempting to carry on business or is winding up its business voluntarily in a manner that is prejudicial to its investors or creditors. The powers of the Authority include inter alia the power to require the substitution of Directors, to appoint a person to advise the Company on the proper conduct of its affairs or to appoint a person to assume control of the affairs of the Company. There are other remedies available to the Authority including the ability to apply to court for approval of other actions.

7. Inspection of Documents

Copies of the following documents are available for inspection free of charge at any time during normal business hours on any day (excluding Saturdays, Sundays and public holidays)

at the offices of Maples and Calder at 53/F, The Center, 99 Queens Road Central, Hong Kong:

- (a) the Memorandum and Articles of Association of the Company;
- (b) the agreements referred to in paragraph 1 above; and
- (c) the Companies Law (2007 Revision) of the Cayman Islands.

Copies of the Memorandum and Articles of Association of the Company and the Companies Law (2007 Revision) of the Cayman Islands may be obtained from the Administrator at the address set out in the section headed "Directors and Other Parties" at a cost of US\$50.00 per set of copy documents.

MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE COMPANY

The Memorandum of Association and Articles comprise the constitution of the Company.

Memorandum of Association

The Memorandum of Association provides that the Company's objects are unrestricted and include, inter alia, to carry on the business of an investment company and to acquire, invest in and hold by way of investment, sell and deal in shares, stocks, debenture stock, bonds, obligations, certificates of deposit, bills of exchange, options, futures, currencies and securities of all kinds.

The objects of the Company are set out in full in Clause 3 of the Memorandum of Association.

Articles of Association

The Articles provide, inter alia, as follows:

1. Share Capital

The authorised share capital of the Company is, comprised of US\$50,000 and Euro 5,000, divided into 100 Management Shares of US\$1.00 each, 49,900,000 Participating Shares of US\$0.001 each and 5,000,000 Euro Participating Share of €0.001 each.

The Participating Shares are participating and redeemable but have no voting power except (a) as described herein, and (b) to the extent that any variation of their class rights requires class approval as described under the section headed "Amendments to Articles and Memorandum of Association". The Participating Shares are entitled to receive, to the exclusion of the Management Shares, any dividends which may be declared by the Board of Directors (although none is expected) and, upon the winding up of the Company, to share in the surplus of the Company to the exclusion of the Management Shares (other than the par value thereof).

The Management Shares have the entire voting power of the Company but do not participate in the Company's profits and losses and are not redeemable.

All the Management Shares have been issued to and are held by the Manager. Save for the Management Shares, no share or loan capital of the Company has been issued or agreed conditionally or unconditionally to be issued or put under option.

Prospective investors should note that there are no provisions under the laws of the Cayman Islands or under the Articles conferring pre-emption rights on Shareholders. The Articles provide that the unissued Participating Shares are at the disposal of the Directors who may offer, allot, issue, grant options over or otherwise dispose of them to such persons, at such times, for such consideration and on such terms and conditions as the Directors think fit.

The Company may by ordinary resolution increase its share capital, consolidate its shares or subdivide any of them into shares of a smaller amount or cancel authorised but unissued shares. Subject to the provisions of Cayman Islands law and the rights of any holders of any

class of shares, the Company may by special resolution reduce its share capital or any capital redemption reserve or share premium account.

2. **Variation of Class Rights**

- a) All or any of the special rights for the time being attached to any class of share for the time being issued (of which there is none at present save as referred to herein) may (unless otherwise provided by the terms of issue of the shares of that class) from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a resolution passed with a three-fourths majority at a separate general meeting of the holders of such shares on the register of Shareholders of the Company at the date on which notice of such separate general meeting is given. To any such separate general meeting all the provisions of the Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that any holder of shares of the class present in person or by proxy may demand a poll. For such purposes the Directors may treat all the classes of shares as forming one class if they consider that all such classes would be affected in the same way by the proposals under consideration but, in any other case, shall treat them as separate classes.
- b) The rights attached to each class of share shall be deemed to be varied by the creation or issue of any shares ranking in priority to them as respects participation in the profits or assets of the Company.
- c) Subject to paragraph 2(b) above, the special rights attached to any class of share having preferential or other special rights shall (unless otherwise expressly provided by the conditions of issue of such shares) not be deemed to be varied by:
 - (i) the creation, allotment or issue of further shares ranking *pari passu* therewith; or
 - (ii) the creation of Participating Shares; or
 - (iii) the allotment, issue or redemption of Management Shares or Participating Shares.

3. Termination

The Company may be wound up by a special resolution passed at a separate general meeting of the holders of the Participating Shares. On a winding up, the Participating Shares carry a right to a return of the nominal amount paid up thereon and an exclusive right to share, *pari passu inter se*, in surplus assets remaining after the return of the nominal amount paid up on the Participating Shares and the Management Shares.

4. Quorum: Voting rights

- (a) At least two Shareholders present in person or by proxy who are entitled to vote shall be a quorum for all purposes at any general meeting of the Company.
- (b) Subject to any special terms as to voting for the time being attached to any shares, at any general meeting on a show of hands every holder of a Management Share who is present in person shall have one vote on a show of hands and on a poll every member who is present in person or by proxy shall have one vote for every Management Share held by him.
- (c) To be passed, resolutions (other than special resolutions) of the Company in general meeting require a simple majority of the votes cast at the meeting at which the resolution is proposed. A special resolution is a resolution which is passed by not less than three-quarters of such members of the Company for the time being entitled to vote as may be present, in person or by proxy, at any general meeting of which notice specifying the intention to propose such resolution as a special resolution has been duly given.

5. Dividends

Dividends shall only be payable to the holders of Participating Shares and out of the funds of the Company lawfully available therefore including the share premium account. Any dividend unclaimed after a period of six years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

6. Directors

- (i) The Directors shall be entitled to such sums (if any) by way of fees as shall from time to time be determined by ordinary resolution of the Company. Such sums shall be divided among the Directors as the Directors may determine or, failing such determination, equally, except that in such latter event any Director holding office for less than the whole of the relevant period in respect of which the fees are paid shall only rank in such division in proportion to the time during such period for which he has held office.
- (ii) Each Director may be paid his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the board or committees of the board or general meetings and shall be paid all expenses properly and reasonably incurred by him in the conduct of the Company's business or in the

discharge of his duties as a Director. Any Director who, by request, goes or resides abroad for any purposes of the Company or who performs services which in the opinion of the Directors go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Directors may determine.

- (iii) A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director, or may act in a professional capacity to the Company, on such terms as to tenure of office, remuneration and otherwise as the Board may determine.
- (iv) No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relation thereby established, provided that the nature of his interest shall be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement, then at the next meeting of the board held after he becomes so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made then at the first meeting of the board held after he becomes so interested.
- (v) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, each proposal may be decided and considered in relation to each such Director separately and in such cases each of the Directors concerned shall be counted in the quorum and shall also be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment or the fixing or varying of the terms thereof.
- (vi) The Company in general meeting may suspend or relax the foregoing provisions to any extent or ratify any transaction not duly authorised by reason of a contravention of the foregoing provisions.
- (vii) The Chairman of the meeting shall have an additional or casting vote at any meetings of the board.
- (viii) The Directors may exercise the Company's powers to borrow and to charge its assets but they are required to restrict the borrowings of the Company and to exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies (if any) so as to secure (as regards subsidiary companies so far as by such exercise they can secure) that:

- (i) no borrowing is made if it would result in the aggregate principal amount for the time being remaining undischarged of all moneys borrowed by the Group (which expression means and includes the Company and its subsidiaries for the time being) for the account of any particular Underlying Fund (exclusive of intra-Group borrowing) shall not exceed such percentage of the Net Asset Value or that Underlying Fund as may from time to time be specified in relation to such Underlying Fund in the Management Agreement; and
- (ii) moneys borrowed for the account of any Underlying Fund are borrowed and applied solely for such purposes as may from time to time be specified in the agreement between the Company and the Manager.

7. Transfer of Participating Shares

- (a) Subject to the provisions set out below, any Shareholder may transfer all or any of his shares by an instrument of transfer in any usual or common form or in any other form which the Directors may approve.
- (b) The instrument of transfer of a share shall be signed by or on behalf of (or, in the case of a transfer by a body corporate, signed on behalf of or sealed by) the transferor and (in the case of partly paid shares) the transferee and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. All instruments of transfer, when registered, may be retained by the Company.
- (c) The Directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share (not being a fully paid share), or any share over which the Company has a lien. The Directors may also decline to register any transfer unless:
 - (i) the instrument of transfer, duly stamped, is lodged with the Company at such place or places as the Board may from time to time determine and is accompanied by such evidence as the Board may reasonably require to show the right of the transferor to make the transfer and/or with regard to whether or not the transfer would result in any contravention of the restrictions (if any) imposed by the Board pursuant to the provisions herein;
 - (ii) the instrument of transfer is in respect of only one class of share; and
 - (iii) in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four.
- (d) If the Directors decline to register a transfer it shall, within two months after the date on which the instrument of transfer was lodged, send to the transferor and the transferee notice of the refusal.
- (e) The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always

that such registration shall not be suspended for more than thirty days in any year.

8. Compulsory Redemption and Restrictions on Shareholders

- (a) The Directors shall have power to impose such restrictions as they think necessary for the purpose of ensuring that no Participating Shares are held by:
 - (i) any person in breach of the law or requirements of any country or governmental authority; or
 - (ii) any person or persons in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Directors to be relevant) which in the opinion of the Directors might result in the Company incurring any liability to taxation or suffering any other pecuniary disadvantage which the Company might not otherwise have incurred or suffered.
- (b) If it shall come to the notice of the Directors that any Participating Shares are owned directly or beneficially by any person in contravention of any such restrictions as are referred to above the Directors may give notice to such person requiring him to transfer such Participating Shares to a person who would not thereby be in contravention of any such restrictions or may give a request in writing for the redemption of such Participating Shares. If any person upon whom such a notice is served does not within thirty days after such notice transfer such Participating Shares or establish to the satisfaction of the Directors (whose judgment shall be final and binding) that such Participating Shares are not held in contravention of any such restrictions he shall be deemed upon the expiration of such period of thirty days to have given a request in writing for the redemption of all such Participating Shares.
- (c) A person who becomes aware that he is holding or owning Participating Shares in contravention of any such restrictions as are referred to above shall, unless he has already received a notice pursuant to the above, immediately either transfer all such Participating Shares to a person who would not thereby be in contravention of any such restrictions as aforesaid or give a request in writing for the redemption of all such Participating Shares.

9. Alteration of the Articles

The Articles may at any time be altered or added to by special resolution.

COMPARISON OF THE SUB-FUNDS AND CLASSES OF SHARES

Sub Fund	<i>Smoothed Growth Plus Fund – USD Series</i>	<i>Smoothed Growth Plus Fund – EUR Series</i>	<i>Smoothed Growth Plus Fund - USD Series</i>	<i>Smoothed Growth Plus Fund – EUR Series</i>														
Class of Shares	Class B Participating	Class B Participating	Class I Participating	Class I Participating														
Minimum Initial Subscription Amount	USD10,000	EUR10,000	USD500,000	EUR500,000														
Minimum Further Subscription Amount	USD1,000	EUR1,000	USD10,000	EUR10,000														
Remittance Details	USD account	EUR account	USD account	EUR account														
Management fee	<u>1.75%</u>	<u>1.75%</u>	<u>1.75%</u>	<u>1.75%</u>														
Performance fee (Gross of MVA)	<u>20%</u>	<u>20%</u>	<u>20%</u>	<u>20%</u>														
Redemption Charge	<table border="0"> <thead> <tr> <th style="text-align: left;"><u>Time Class B Shares Held</u></th> <th style="text-align: left;"><u>Redemption Charge (percentage of amount invested)</u></th> </tr> </thead> <tbody> <tr> <td>Up to 1 year (if permitted)</td> <td>8%</td> </tr> <tr> <td>From 1 year to 2 years</td> <td>8%</td> </tr> <tr> <td>From 2 years to 3 years</td> <td>6.5%</td> </tr> <tr> <td>From 3 years to 4 years</td> <td>4.5%</td> </tr> <tr> <td>From 4 years to 5 years</td> <td>2.5%</td> </tr> <tr> <td>From 6 years onwards</td> <td>0%</td> </tr> </tbody> </table> <p>On final redemption within a period of five years from investment, the redemption charge will still be levied on the initial amount invested by the Shareholder and as such may represent a larger percentage figure than those stated above, if redemption charge-free withdrawals have been taken. In the event that the value of a Shareholder's remaining shares falls to an amount less than three times the potential redemption charge, no further withdrawals will be permitted without a redemption charge being levied. For the avoidance of doubt, the total redemption charge payable during the first five years for a redemption over and above the 7.5% allowance would be payable as a percentage of the initial investment, not as a percentage of the residual value after any redemption</p>		<u>Time Class B Shares Held</u>	<u>Redemption Charge (percentage of amount invested)</u>	Up to 1 year (if permitted)	8%	From 1 year to 2 years	8%	From 2 years to 3 years	6.5%	From 3 years to 4 years	4.5%	From 4 years to 5 years	2.5%	From 6 years onwards	0%	Nil	
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From 6 years onwards	0%																	

Sub Fund	<i>Smoothed Growth Plus Fund – USD Series</i>	<i>Smoothed Growth Plus Fund – EUR Series</i>	<i>Smoothed Growth Plus Fund - USD Series</i>	<i>Smoothed Growth Plus Fund – EUR Series</i>
	<p>charge-free withdrawal.</p> <p>The redemption charge shall be retained by the Company for the account of the Sub-Fund.</p> <p>In addition, should an investor redeem prior to the sixth anniversary of making their investment then the two percent extra allocation they received will be clawed back in full and deducted from the redemption proceeds.</p> <p>Where introductory fees are paid to distributors, these amounts will become an asset of each Sub-Fund and amortised over five years, at a rate similar to the scale of reduction in redemption charges noted above. This treatment will have the effect of reducing the return of the Class B Participating Share for the period of this amortisation.</p> <p>Where a two percent extra allocation is given, these amounts will become an asset of each Sub-Fund and amortised during the sixth year of investment. This treatment will have the effect of reducing the return of the Class B Participating Share for the period of this amortisation.</p>			
Withdrawal Option	<p>Holders of Class B Participating Shares have the option of making redemption charge free withdrawals of up to 7.5% per annum of their initial investment (subject to the terms of the Articles of Association and the Offering Memorandum), including 5% free of any Market Value Adjustment (this MVA free facility is subject to withdrawal by the Manager of the Sub-Fund at any time without notice to Shareholder). Any withdrawal over 5% may be subject to a Market Value Adjustment on the amount over 5%, if one is being applied to the Sub-Fund at the time.</p>		<p>Holders of Class I Participating Shares have the option of making withdrawals (subject to the terms of the Articles of Association and the Offering Memorandum), of which any withdrawal above 5% per annum of the original investment may be subject to a Market Value Adjustment, if one is being applied to the relevant Sub-Fund at the time.</p>	

APPLICATION PROCEDURE

1. Investment Details

Once you have decided on how much to invest, enter the amount in the appropriate box and the total amount of investment at the bottom. The minimum total amount of investment for each Sub-Fund is indicated in the section headed "Comparison of the Sub-Funds and Classes of Shares".

2. Registration Details

Please enter the full registered name and address of the applicant together with a daytime telephone number which may be used in case of query. If there is more than one applicant, please attach names and addresses separately. In the case of a joint application, the address used for correspondence purposes will be that of the first named joint applicant.

Where there are joint holders, the Administrator will accept instructions from any of the joint holders unless otherwise instructed by all the joint holders.

3. Share Certificates

Shares are registered in non-certificated form. This enables investors to give Dealing Instructions on any day by facsimile, with the original written instruction following by mail.

4. Standing Redemption Payment Instructions

Please enter the details of the bank and account to which redemption proceeds should be paid. These details will only be changed upon receipt of advice in writing, signed under the hand of all shareholders registered on that account. The Administrator will write to confirm any such change and only when the confirmation has been received from the shareholder will the change be effected. Redemption proceeds will not be paid to any other account. Redemption payments will only be paid to an account in the name of the Applicant.

5. Initial Subscription Settlement Details

Payment for your shares must be made by bank transfer. Applicants should instruct their bankers to remit the funds in the currency of the relevant Sub-Fund and to the account for the relevant Sub-Fund as indicated in the section headed "Comparison of the Sub-Funds and Classes of Shares".

If the remitting bank does not send an authenticated advice or SWIFT message in accordance with standing procedures, then the Manager is entitled to await notification of cleared funds before proceeding to allot shares.

6. Signature and Date

Applicants must sign and date the Application Form. If there are joint applicants, each must sign. Applications from corporations should be signed under the hand of a duly authorised official, who should state his/her representative capacity. Corporate bodies should enclose a certified copy of their Certificate of Incorporation together with a list of Manager and authorised signatories.

Please note that the Company, the Manager, the Administrator and the Administrator reserve the right to request proof of identity from investors in the Company.

APPLICATION FORM

To: Smoothed Growth Funds - SPC – Diversified Smoothed Growth (DSG) *
Smoothed Growth Funds - Plus – Smoothed Growth Plus (SGP) (leveraged) *
Smoothed Growth Funds - Currency Plus – Smoothed Growth Plus (SGCP) (leveraged) *

** delete as appropriate*

CURRENCY _____

Available currencies - DSG: EUR/GBP/USD; SGP:EUR/USD; SGCP:AUD/GBP/YEN

SHARE CLASS _____

Available share class - DSG:B (back end charge)/I (institutional)/M (mirror fund)/T (transfer)
 - SGP/SGCP: B (back end charge)/I (institutional)

AMOUNT IN FIGURES _____

AMOUNT IN WORDS _____

RBC Dexia Investor Services Ireland Limited, George’s Quay House, 43 Townsend Street, Dublin 2, Ireland

I/We hereby apply to invest the above sum subject to the terms of the latest applicable Offering Memorandum relating to the above named fund and the Memorandum and Articles of Association of Smoothed Growth Funds SPC * / Smoothed Growth Funds – Plus * / Smoothed Growth Funds - Currency Plus *

** delete as appropriate*

REGISTRATION DETAILS

Applicants must complete the sections below in **BLOCK CAPITALS**. In the case of two joint applicants, each should complete the section below and the signature box below. In the case of additional joint applicant(s), each additional joint applicant should complete a copy of this form.

Title (Mr/Mrs/Ms/Miss/Other)	
Surname	
First Names	
Registered Address	
	Postcode
Nationality	Country of Residence
Date of Birth	Place of Birth
Source of Funds (e.g. savings, employment earnings)	
Fax No.	
Daytime Telephone No.	
Occupation	
Email Address	

Title (Mr/Mrs/Ms/Miss/Other)	
Surname	
First Names	
Registered Address	
	Postcode
Nationality	Country of Residence
Date of Birth	Place of Birth
Source of Funds (e.g. savings, employment earnings)	
Fax No.	
Daytime Telephone No.	
Occupation	
Email Address	

SHARE CERTIFICATES

Shares will be issued in non-certificated form.

STANDING REDEMPTION PAYMENT INSTRUCTIONS

Please enter below the details of your bank account to which all redemption proceeds, including proceeds from planned withdrawals, should be sent.

Name of Bank	
Address	
Name of Payee	
Account Number	Currency of Account
Name of Correspondent Bank	
SWIFT Code	

PLANNED WITHDRAWAL OPTION (Applicable to Class B and Class I Shareholders)

Class B Shareholders have the option of making redemption charge free withdrawals of up to 7.5% per annum of their initial investment (subject to the terms of the Articles of Association and Offering Memorandum), including 5% free of any Market Value Adjustment (this MVA free facility is subject to withdrawal by the directors of the Fund at any time without notice to Shareholders). Any withdrawal over 5% may be subject to a Market Value Adjustment on the amount over 5% if one is being applied to the Fund at the time (and no notification will be sent to Shareholders in this instance). Please complete the below section if you would like to take advantage of this option.

Class I Shareholders have the option of making withdrawals (subject to the terms of the Articles of Association and Offering Memorandum), of which any withdrawal above 5% per annum of the original investment may be subject to a Market Value Adjustment if one is being applied to the Fund at the time (and no notification will be sent to Shareholders in this instance). Please complete the below section if you would like to take advantage of this option.

Dealing Commencement Date (mm/yyyy): / Withdrawal Amount: or %

Frequency of Payment:
Monthly: Quarterly: Half-yearly: Yearly:

Please note that any payment is subject to a minimum of US\$500. Any transaction charges such as telegraphic transfer fees will be deducted from the payment.

I/We confirm that:

- a. I/We confirm that we have received a copy of the Offering Memorandum relating to the above named fund.
- b. I/We have made arrangements to pay by telegraphic transfer.
- c. I am/We are over 18 years of age.
- d. I am/We are not a US Person(s) and that I am/we are not applying as the nominee of a person who is a US Person (see overleaf).
- e. This application is made on the basis of and subject to the Offering Memorandum relating to the above named fund and the Memorandum and Articles of Association of Smoothed Growth Funds SPC * / Smoothed Growth Funds – Plus * / Smoothed Growth Funds - Currency Plus * (such documents may be obtained from RBC Dexia Investor Service Ireland Limited and a reasonable charge will be levied for supplying the Memorandum and Articles of Association).
- f. I/We jointly and severally declare that the funds with which the Participating Shares will be purchased are not the proceeds, either direct or indirect, of activities which contravened the laws or regulations of the Cayman Islands or Dublin or any other jurisdiction in which such activities were carried out or to which they relate.
- g. I/We jointly and severally declare that I am/we are not a person listed by the US Treasury Department Office of Foreign Assets Control as Specially Designated Nationals or Blocked Persons and nor do I/we represent or act on behalf of any person, entity or nation which appears on such list.
- h. I/we have enclosed the appropriate “KYC” details as per the attached schedule.
- i. Shares will only be dealt upon receipt by RBC Dexia Investor Services Ireland Limited of properly completed application form, payment and relevant AML documentation. I acknowledge that failure to do so will result in any shares and subsequent income being withheld.

Signature(s)	Date
Name in Print	

Signature(s)	Date
Name in Print	

INTRODUCER

Name of Financial Adviser	
Company / Branch	
Address	
	Post Code
	Daytime Telephone No.
	Fax No.
	Email Address
Initial Commission Rates	Trailer Fees
	Date
	Stamp/Chop

"The Company has not been registered under the United States Investment Company Act of 1940 and these Shares have not been and will not be registered under the United States Securities Act of 1933, as amended. Accordingly, if you are not a dealer, you agree that you will not at any time offer, sell, transfer or deliver, directly or indirectly, any of such shares in the United States (which term, as used herein, means the United States of America, its territories, possessions and all areas subject to its jurisdiction) or to any citizen or resident thereof (including any corporation, partnership or other entity created or organized in or under the laws of the United States or any political subdivision thereof) and/or any estate or trust that is subject to United States Federal income taxation regardless of the source of its income, (a "US Person"), and you represent that: (a) you are not a US Person, (b) none of the funds used by you to effect the purchase of the Shares have been obtained from US Persons, (c) you will not transfer any of your Shares or any interest therein to a US Person, (d) you did not acquire nor will you transfer any Shares within the United States, (e) you will notify the Company immediately if you should at any time become a US Person or be prohibited from holding the Shares under applicable law, and (f) you were not solicited to purchase Shares while present in the United States and you did not place your order to purchase the Shares while present in the United States. If you are a dealer, you represent that you have not yet offered or sold, and agree that you will not offer, sell, transfer or deliver at any time, as principal or agent, any Shares, however acquired, directly or indirectly in the United States or to or for the benefit of any US Person or to others for offering or resale in the United States or to any US Person, and that you are not purchasing any of such Shares for the account of any such person. If you are a dealer, you further agree that you will include a written confirmation delivered to purchasers of such Shares from you substantially in the form of (a) if such purchaser is not a dealer, the first two sentences of this paragraph, and (b) if such purchaser is a dealer, this entire paragraph".

TELEGRAPHIC TRANSFER PAYMENT INSTRUCTIONS

Please complete the following telegraphic transfer to Smoothed Growth Funds - Plus and return it with your Application Form to your Financial Adviser.

To: The Manager (insert the name and address of your bank)

Name of Bank:

Address of Bank:

Please transfer the sum of:

Currency: Amount in figures (net of all bank charges*):

Amount in words (net of all bank charges*):

Date on which transfer is to be made (DD/MM/YYYY): / /

* Note: Any charges by the remitting bank in the course of submitting funds must be borne by the sender. This may mean that it is necessary to pay an amount in excess of the investment due to Smoothed Growth Funds - Plus to cover these charges.

Account to be debited:

Name of bank account:

Bank account no.:

Signature of account holder:

Signature of account holder:

Date (DD/MM/YYYY): / /

Date (DD/MM/YYYY): / /

Address of account holder:

Address of account holder:

The bank details of Smoothed Growth Funds - Plus are shown overleaf.

TELEGRAPHIC TRANSFER PAYMENT INSTRUCTIONS

Smoothed Growth Plus Fund – USD Series

Currency: USD

Intermediary Bank:	Bank of America New York
SWIFT:	BOFAUS3N
Beneficiary Bank:	RBC Dexia Investor Services Bank SA Luxembourg
SWIFT:	FETALULL
Final Beneficiary:	SGI USD Subscription Account
IBAN number:	LU683411520006218600
Ref:	Investor name

Smoothed Growth Plus Fund – Euro Series

Currency: EUR

Intermediary Bank:	Bank of America London**
SWIFT:	BOFAGB22**
Beneficiary Bank:	RBC Dexia Investor Services Bank SA Luxembourg
SWIFT:	FETALULL
Final Beneficiary:	SGI EUR Subscription Account
IBAN number:	LU663411520006219800
Ref:	Investor name

****NOTE for EUR Payments:** In order to benefit as much as possible from local clearing, it is recommended that you route your payment via one of the following of our Bank of America EUR correspondent banks:

Code Swift	Bank Name
BOFAGB22	Bank of America London
BOFAFRPP	Bank of America Paris
BOFADEFX	Bank of America Frankfurt
BOFAIT2X	Bank of America Milan
BOFAES2X	Bank of America Madrid
BOFABE3X	Bank of America Antwerp
BOFAIE3X	Bank of America Dublin
BOFANLNX	Bank of America Amsterdam

ANTI-MONEY LAUNDERING DOCUMENTATION

The purpose of this document is to set out the identification documents necessary for shareholders introduced directly to the RBC Dexia Investor Services Ireland Limited in its capacity as Transfer Agent to the Fund.

In the case of individuals wishing to open a joint account, the below documentation must be submitted for both/all individuals to be named on the account.

Direct Applications -Individual Investors in a FATF/GAFI country:

The following are the documents, which must accompany each application from an individual investor:

- Proof of identity – certified copy of passport/drivers license/National Identity Card
- Proof of address – certified copy of recently issued utility bill or similar.

Direct Applications -Individual Investors in a non-FATF/GAFI country:

The following are the documents, which must accompany each application from an individual investor:

- Proof of identity – certified copy of passport/drivers license/National Identity Card
- Proof of address – certified copy of recently issued utility bill or similar.
- An original bank statement in the name of the client from a reputable financial institution, or if not available then a copy of the SWIFT transfer form must be provided

Where the applicant is a corporate entity, the following documents are required.

Direct Applications -Corporate Investors in a FATF/GAFI country (listed on a stock exchange):

- Original Authorised Signatory List
- Certified copy or original certificate of incorporation
- Certified copy or original memorandum and articles of association (or equivalent)
- List of directors, to include name, address, occupation and date of birth
- Certified copies of passports of at least two directors
- Where the memorandum and articles of association are unclear as to the power of the directors to open an account, a signed mandate of the directors must be submitted confirming their wish to open the account

Where the corporate entity investing is listed on a stock exchange in a FAFT/GAFI country we can accept confirmation of same from the entity itself and subject to verification by RBC Dexia the above documentation may not be required.

Direct Applications -Corporate Investors in a FATF/GAFI country (not listed on a stock exchange):

- Original Authorised Signatory List
- Certified copy or original certificate of incorporation
- Certified copy or original memorandum and articles of association (or equivalent)
- List of directors, to include name, address, occupation and date of birth
- Certified copies of passports of at least two directors
- Where the memorandum and articles of association are unclear as to the power of the directors to open an account, a signed mandate of the directors must be submitted confirming their wish to open the account

Direct Applications -Corporate Investors in a non-FATF/GAFI country

- Original Authorised Signatory List
- Certified copy or original certificate of incorporation
- Certified copy or original memorandum and articles of association (or equivalent)
- List of directors, to include name, address, occupation and date of birth
- Certified copies of passports of at least two directors
- Where the memorandum and articles of association are unclear as to the power of the directors to open an account, a signed mandate of the directors must be submitted confirming their wish to open the account
- A list of all shareholders holding more than 10% of the issued share capital of the company

Direct Applications – Trusts (applies to both FATF/GAFI and non-FATF/GAFI based trusts)

- A list of all trustees, governors and board members together with their occupations, addresses and dates of birth
- A certified copy of the Trust Deed
- An original or certified copy of the authorised signatory list
- Certified or notarised identification of the actual beneficiaries of the Trust
- Full identification of the settler (the party providing the funds to the trust)

Direct Applications – Designated Body (This is an entity which is regulated by a suitable regulatory body for the purposes of anti-money laundering and which is located in a FATF/GAFI country)

- Confirmation of the name of the entity concerned
- Confirmation of the name of the supervising regulator
- RBC Dexia will then independently verify that the entity can be considered as a designated body

Where the designated body applies to invest in its own right then no further checks are necessary (on the basis of RBC Dexia being satisfied as to the regulatory status of the entity)
Where the designated body is investing on behalf of other investors, RBC Dexia will put in place a Money Laundering Letter of Assurance with the entity in respect of those investors which it will introduce to the Fund.

Certification of documentation:

Certification of anti-money laundering documentation from investors can be performed by:

- Notary Public
- Lawyers/Solicitors
- Embassy or Consular Staff
- Police Officers
- Chartered and Certified Public Accountants
- Authorised signatories of a regulated financial institution such as a broker/distributor

The words “certified by me as a true copy of the original on (enter date)” must be present and the person certifying must clearly identify themselves and the capacity in which they are certifying.

Documents not in English:

Where anti-money laundering documentation from investors is not in English a translation of the relevant documents into English may be requested by RBC Dexia. In such instances, the translation should be certified as a true translation by one of the persons mentioned above. For the avoidance of doubt RBC Dexia still requires the non English language version of the document being translated.